

In Re: Derk Anderson
2006-1062-CD

06-1062-CD
In Re: Derk Anderson

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

In Re: DERK ANDERSON

No. 06-1062-CD

RULE RETURNABLE

AND NOW, to-wit, this 11th day of July 2006, upon consideration of the Petition for Transfer Structured Settlement, a Rule is hereby issued upon American General Life Insurance Company, American General Annuity Service Corporation and 321 Henderson Receivables Origination, LLC, to Show Cause why the Petition should not be granted. Rule Returnable the 31st day of July 2006, at 4:00 P.M. for filing written response and the hearing to be conducted before the Judge Fredric J. Ammerman on the 28th day of August 2006, at 2:00 P.M.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. If you wish to defend against the claims set forth in the following Petition by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order may be entered against you by the court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

FILED *icc*
010:59/51 Amy Parkinson
JUL 12 2006 *CP*
William A. Shaw
Prothonotary/Clerk of Courts

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
Telephone: (814) 765-2641. Ext. 50-51.

BY THE COURT:

Fredric J. Ammerman J.

CA

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Inst...

In Re: DERK ANDERSON

) CIVIL DIVISION
)
) No. 06-1062-CD
)
) PETITION FOR TRANSFER
) OF STRUCTURED SETTLEMENT
)
)
) Filed on Behalf of: Petitioner
)
)
) Counsel of Record for This
) Party:
)
)
) E. VERNON PARKINSON, ESQUIRE
) PA I.D. Number: 77729
)
) WELCH, GOLD & SIEGEL, P.C.
) Suite 1240 Lawyers Building
) Pittsburgh, PA 15219
) (412) 391-1014
)
) Firm No. 542

FILED Aug 21 85.00
m 110-2361
JUL 05 2006 1004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

In Re: DERK ANDERSON

No.

PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT

AND NOW comes Petitioner, DERK ANDERSON ("Petitioner"), by and through his attorneys, E. VERNON PARKINSON, ESQUIRE, and WELCH, GOLD & SIEGEL, P.C. and files this Petition for Transfer of Structured Settlement. In support thereof, it is averred as follows:

1. Petitioner is DERK ANDERSON, an adult individual, who resides at 322 Ross Road, Grampian, Clearfield County, Pennsylvania 16838.
2. In May 2001, Petitioner was involved in a gun shot accident. Thereafter, Petitioner entered into a Settlement Agreement and Release with tortfeasor, and possibly others. Pursuant to the Settlement Agreement and Release, Petitioner received a Structured Settlement issued by American General Life Insurance Company ("American General").
3. The payments which are to be transferred are: A) 1 payment of \$100,000.00 on October 18, 2023.
4. Petitioner has entered into a Purchase Agreement with 321 Henderson Receivables Origination, LLC, whose address is 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89109, who will purchase the Structured Settlement payments referenced above and issued by American General for the total sum of \$12,000.00. A true and correct copy of the Purchase Agreement, and related documents, are attached hereto, made a part hereof, and are marked as Exhibit "A".

5. 321 Henderson Receivables Origination, LLC provided Petitioner with a Disclosure Statement pursuant to 40 P.S. §4003.

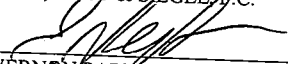
6. This transfer does not contravene any Federal or State Statute or the order of any court or responsible administrative authority, and is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, if any.

7. The best interest of Petitioner would be served by granting the relief requested herein because Petitioner intends to use said sums for, *inter alia*, to pay off bills and move.

WHEREFORE, Petitioner requests this Honorable Court to approve and authorize the transfer and sale of a Structured Settlement payments, to-wit: A) 1 payment of \$100,000.00 on October 18, 2023 from American General to Derk Anderson, be sold and transferred to 321 Henderson Receivables Origination, LLC, its nominees, successors or assigns.

RESPECTFULLY SUBMITTED,

WELCH, GOLD & SIEGEL, P.C.


E. VERNON PARKINSON, ESQUIRE
Counsel for Petitioner

Account ID: 236476

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is June 22, 2006. Derk Anderson is the Seller. 321 Henderson Receivables Origination L.L.C., a Nevada Limited Liability Company, its successors and/or assigns is the Buyer. In this Agreement, Derk Anderson is referred to as "You" or "Your" and 321 Henderson Receivables Origination L.L.C. or its nominee, is referred to as "We", "Us" or "Our".

BACKGROUND OF THIS AGREEMENT

1. Your or someone on your behalf signed a Settlement Agreement (the "Release" or the "Settlement Agreement"), in connection with the resolution of a personal injury claim.
2. The insurer funded the Payments by buying an annuity contract (the "Annuity") issued by American General Life Insurance Company (the "Annuity Company").
3. A list of the Payments being sold under this Agreement is attached to this Agreement as Exhibit "A".
4. You desire to sell and assign to Us all of Your rights to receive all or a portion of the Payments under the Release, as described on Exhibit "A", all of the other rights You have under the Release and the other rights as described in Section 1(a) below. We desire to purchase all of Your rights and benefits, on the terms and under the conditions described in this Agreement.

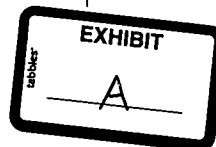
You and We agree as follows:

1. Purchase and Sale.

- a. You now sell, transfer and assign to Us all of Your rights in the "Assigned Assets" as listed in Exhibit "A". By Our signing this Agreement, We are hereby purchasing and accepting the sale and assignment of all of the Assigned Assets described above.
- b. The Gross Purchase Price is Twelve Thousand Dollars and 00/100 Cents (\$12,000.00). The Net Purchase Price payable to You is \$12,000.00 (the "Purchase Price"). The Net Purchase Price will be paid to You when both You and We sign this Agreement and We have completed Our internal process.

2. Acknowledgment.

- a. You will agree after Your signing of this Agreement to deliver to Us, addressed as We may require, other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.
- b. When You and We sign this Agreement, You will also deliver to Us: (1) a letter addressed to the Annuity Company directing that all payments of the Assigned Assets after Your death shall be sent directly to Us, and (2) a Change of Beneficiary Form changing the beneficiary of the Assigned Assets, after Your death, to "321 Henderson Receivables Origination L.L.C.", as sole beneficiary [(1) and (2) above are referred to as the Change of Beneficiary Form]. The Change of Beneficiary Form will state that the instructions may never be revoked and that no change may be made in the instructions or

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Henderson Receivables Limited Partnership

06/27/2006 12:07 FAX

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in the payments (including as to the payee or the manner or place of making such payments) without Our prior written consent. You will also, when this Agreement is signed by You and Us, deliver to Us, addressed as We may require, such other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.

- c. Before You and We sign this Agreement, You will deliver to Us an acknowledgment of the Estate of Derk Anderson, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. the Estate of Derk Anderson will agree that they are not entitled to any rights to any of the Assigned Assets.
- d. You agree to sign all other documents which We may request forever naming Us as the only beneficiary of the Assigned Assets, including but not limited to an agreement to provide in Your Last Will and Testament that all of Your rights to the Assigned Assets were sold to Us (a "Testamentary Agreement").
- e. You acknowledge that We advised You to obtain independent professional tax advice to determine whether this transaction will result in any adverse federal and/or state tax consequences.
- f. You acknowledge that We advised You must obtain independent legal representation prior to executing this Agreement and that We have advised you that We may not refer You to any specific attorney for such purpose.

3. **Your Representations and Warranties.** You now represent and warrant to Us that:

- a. You own (and are selling and assigning to Us under this Agreement) all of the Assigned Assets, free and clear of all claims, liens, charges, security interests, encumbrances, and agreements of any nature (other than this Agreement), and when You and We sign this Agreement, no one other than Us shall have any present or future right to the Assigned Assets.
- b. This Agreement and all of the other documents signed in connection with this Agreement have been properly signed by You, and they represent Your legal, valid and binding obligation, enforceable against You in accordance with their terms.
- c. The signing and performance of this Agreement by You and the transactions described in this Agreement:
 - i. do not conflict with any other obligations of Yours;
 - ii. will not cause a violation under (or create any right of termination, cancellation or acceleration or similar right under) any contract or agreement by which You or Your assets, including the Release, are bound or may be affected;
 - iii. will not create, or give any party (other than Us) the right to create, any lien, charge, security interest or encumbrance in, to or on any of the Assigned Assets; and
 - iv. will not create a present or future right in any other party to make any claim against You or Your assets, or any of the Assigned Assets.

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- d. You understand the terms and provisions of this Agreement and You have been represented by tax and accounting advisors and a lawyer in the signing of this Agreement.
- e. Neither You nor anyone else have to do anything else for (1) the proper signing and performance by You of this Agreement and any transactions intended to be done in this Agreement, or (2) the carrying out by Us of any of Our rights and remedies under this Agreement. No other person has made a claim in any rights in or to the Assigned Assets.
- f. You have valid reasons for selling Your interest in the Assigned Assets rather than obtaining a loan with the Assigned Assets as collateral, and You agree that the transaction set forth in this Agreement is not a loan or other financing transaction.
- g. This Agreement is a valid sale, transfer and assignment to Us of the Assigned Assets.
- h. Your residence and legal address is as described in Paragraph 11 of this Agreement. During the last 3 years, You have lived at such address.
- i. No representation or warranty of Yours in this Agreement or in any of the documents delivered in connection with this Agreement or in any agreement required by this Agreement, is inaccurate or contains any untrue or misleading statement.
- j. The signing by You of this Agreement will not violate any other promise or agreement you have made with anyone else. You understand that any and all restrictions on the assignability of the Scheduled Payments were included in the Release and/or Annuity at Your request, for Your benefit and not for the benefit of any other person. These restrictions, if any, were included by You as a precautionary measure to make sure You were allowed favorable tax treatment under the Internal Revenue Code. You understand that by entering into this Agreement, you may be giving up this favorable tax treatment. You understand that any income earned by You on any investment or use of the Purchase Price may be taxable to You. You may have to pay more in taxes as a result of this Agreement. For Our benefit and the benefit of Our assigns or successors, You agree to WAIVE AND RELEASE all of Your rights in, to, or under, such restrictions on assignability, if any.
- k. You have not before the date of this Agreement, sold or assigned Your right to the Assigned Assets or any part of the Assigned Assets. You do not owe any money to Your present or former spouse for support maintenance or similar obligations, nor do You owe any money to any of Your children or guardians of Your children. The Assigned Assets are not subject to any community property or similar marital rights of any person.

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Account ID: 236476

- l. Your right to the Assigned Assets is not affected by any mortgage, pledge, lien, charge, security interest, encumbrance, restriction or adverse claim of any nature. You understand that any violation of any of Your representations in this agreement will result in an act of fraud by You which could result in You being held responsible for damages in favor of Us, with money to be paid by You to Us.
- m. You are not in violation of any obligations concerning child-care, alimony or support.
- n. You now give up forever all Your rights in any agreement that says that You cannot assign or sell Your rights in the Assigned Assets to Us. You have not requested and You do not expect to receive from Us, a Form 1099 or any other documentation which could make the transaction described by this Agreement taxable to You in any way. You further understand that We have not given to You any advice about any of Your taxes in this transaction. You have relied on Your own professional advisors concerning taxes.
- o. As of the date of this Agreement, You are of legal age in the state noted as Your address in Section 11 of this Agreement, mentally sane, and of a sound mind. You have never been convicted of a felony or any other crime involving dishonesty.
- p. You are very familiar with Your financial affairs and condition. With that full understanding, You certify that (1) on the date We pay You the Purchase Price and You sell to Us the Assigned Assets, the fair value of Your assets are and will be greater than all of Your debts; (2) You presently intend to pay all of Your creditors when such payments are due; and (3) You have not intentionally hidden the fact from any creditor of Yours that You have entered into this Agreement and the other documents referred to in this Agreement.
- q. You do not intend to file for bankruptcy and there are no lawsuits or other efforts by any of Your creditors to put You into bankruptcy or to take the Assigned Assets.
- r. The Purchase Price is not Your only or most important source of income and You do not have any mental or physical problems that would prevent You from having a paying job.
- s. You promise to us that no broker, finder, or other person other than those persons named in the broker statement signed by you in connection with this Agreement was involved in or important in arranging the purchase transaction in this Agreement. No other person has a right to any fee, payment, commission, or other compensation because of this Agreement.
- t. You agree that We have not forced You to give to Us copies of any confidential documents. You agree that We told You that We only needed to see those documents which described the Assigned Assets so we could buy from You the Assigned Assets. You agree that We do not intend to tell any other party about what is included in those documents. You understand that if We do so, it will only be for the sole purpose of buying the Assigned Assets.

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Account ID: 236476

- U. You understand that it usually takes six to eight weeks to complete this process, but that it could take longer. You understand that we have to obtain court approval of this transfer. **YOU UNDERSTAND THAT, DUE TO OCCASIONAL DELAYS, WE WILL ESCROW THE AMOUNT EQUAL TO THE NEXT TWO MONTHLY PAYMENTS DUE TO YOU FROM THE ANNUITY COMPANY TO INSURE THAT WE RECEIVE ALL OF THE PAYMENTS THAT WE PURCHASE. YOU UNDERSTAND THAT WE MAY EITHER PAY OR ESCROW FUNDS TO SATISFY ANY JUDGMENTS, TAX LIENS OR CHILD SUPPORT AGAINST YOU OR THE ASSIGNED ASSETS AND DEDUCT THOSE AMOUNTS FROM THE PURCHASE PRICE. YOU UNDERSTAND THAT WE WILL DEDUCT FROM THE PURCHASE PRICE ANY AMOUNTS OF PAYMENTS RECEIVED BY YOU PRIOR TO FUNDING, IF SUCH AMOUNTS ARE NOT COVERED BY THE ESCROWED FUNDS.**

4. You promise Us that:

- a. You will not, and will not allow any other party (except Us or Our assignee, if applicable) to take funds away from the Assigned Assets. You will not do anything else to affect the Assigned Assets. You will not say You still own the Assigned Assets. You will not do anything or allow anyone else to do anything that could in any way interfere with or lessen Our rights in the Assigned Assets.
- b. You will not do anything that will, or could in the future, violate the Release, or any of the agreements required to be executed by this Agreement. You also agree to cooperate with Us to help Us to obtain all of the rights that We are buying from You in this Agreement and in the Release.
- c. You will give to Us at least thirty (30) days written notice of Your intention to move Your residence or change Your legal address from the address in Paragraph 11 of this Agreement.
- d. You will not make any change in Your instructions to the Annuity Company regarding payments to be made to You.



Account ID: 236476

- e. You understand that the Annuity and the Release may say that You agree not to sell Your rights to the Assigned Assets.
- f. You agree to continue to cooperate with Us. This includes Your obligation to immediately deliver to Us any checks, funds or other form of Payment received after the date of this Agreement by You or anyone other than Us. If any Payment is ever denied, delayed, or withheld from Us, as determined by Us in our reasonable discretion, directly or indirectly on account of any act or omission by You or any person acting for You, then You shall be in default under this Agreement (and an Event of Default under §8 shall be deemed to have occurred). Immediately upon such default, and without any further notice to You, You will pay to Us the following amounts:
 - (i) the full, dollar value of all remaining Assigned Assets as they become due after the date of the default;

All of the remedies specified under this section shall be cumulative with all of the remedies for default pursuant to §8.

- g. If You learn before or after the signing of this Agreement of the threat or actual beginning of any lawsuit or proceeding that has anything to do with Our rights under this Agreement or the Assigned Assets, then You will immediately notify Us of that and You will give Us copies of all notices and other writings relating to it promptly after You receive them.
- h. If You receive any notice relating to any supposedly unpaid claim affecting the Annuity or the Assigned Assets or to any other claim against the Annuity or the Assigned Assets, then You will promptly notify Us and will promptly give Us copies of all notices and other writings relating to it received by You promptly after You receive them.

5. **RIGHT TO CANCELLATION.** YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN TWENTY-ONE DAYS FROM THE DATE YOU RECEIVE PAYMENT FROM 321 HENDERSON. In order for the cancellation to be effective, You must mail a notice of cancellation by registered or certified U.S. mail, postmarked within twenty-one (21) days of receipt of the Purchase Price to Us, c/o Vice President of Operations at 2215-B, Suite 5, Renaissance Drive, Las Vegas, NV 89119. Furthermore, in order for Your notice of cancellation to be effective, Your registered or certified U.S. mail package to us must include a bank or certified check for the full Purchase Price that We paid You under this Purchase Agreement. Any failure to comply with the above procedure shall be a waiver of Your right to cancel this transaction.

6. **Your Further Promises.** You agree that, from time to time, at Your expense, You will promptly sign and give to Us any and all documents to help Us realize our rights and benefits under this Agreement. This promise includes signing, filing or allowing Us to file financing or continuation statements, or amendments or assignments of those documents. You permit Us or others acting for Us to sign our name and/or your name and file without Your signature such financing statements, if that is permitted in Your state of residence. When You sign this Agreement, You will also sign and deliver to Us a "Special Irrevocable Power of Attorney" You must retain the services of an attorney and deliver an opinion of Your attorney about the sale of Assigned Assets to Us, in a form acceptable to Us.



Account ID: 236476

7. Continuation of Representations, Warranties and Covenants. All of Your representations, warranties and promises made in this Agreement will continue to be relied on by Us after this Agreement is signed.

8. Event of Default. Your failure to comply with any term of this Agreement or Your breach of any of Your representations in this Agreement will mean that You will be in default. We refer to this as an "Event of Default." If there is an Event of Default, We have the right to sue You in court to make You perform Your promises or to get money from You. Your failure to comply with any material terms of this Agreement will be a default.

In Paragraph 4 (c) You agree to give US at least thirty (30) days written notice after Your move to a new residence or change of Your legal address from the address in Paragraph 11 of this Agreement. If we are purchasing from You certain lump sum payments, We will contact you at least 3 months before the scheduled payment is due to determine if the address change We have effected with the annuity company is in place and to determine if Your legal address has remained the same. **If We cannot contact you because You have changed Your legal address or moved Your residence and failed to notify Us, We will consider such failure to notify Us to be an EVENT OF DEFAULT and We will exercise all of our legal rights under this Agreement. OUR RIGHT TO PROCEED AGAINST YOU UNDER THIS AGREEMENT SHALL BE SOLELY LIMITED TO WHEN YOU HAVE COMMITTED AN EVENT OF DEFAULT. WE SHALL NOT HAVE THE RIGHT TO SUE YOU IF OR BECAUSE THE ANNUITY COMPANY IS NOT ABLE TO MAKE PAYMENTS BECAUSE IT IS NOT FINANCIALLY ABLE TO DO SO.**

9. Controlling Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of your domicile without regard for the conflicts of law rules thereof or elsewhere. (For Court Orders or Notice Transfers obtained in the following jurisdictions: AK, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NJ, NM, NV, OH, OK, OR, RI, SC, SD, TN, TX, UT, VA, WA and WV the laws of those jurisdictions shall be applied in the event of a dispute regarding the transfer.) Your domicile is the proper place of venue to bring any action arising out of a breach of this Agreement.

10. Responsibility for this Agreement. This Agreement will hold responsible Your heirs, executors, successors and assigns and will benefit Our representatives, successors, beneficiaries and permitted assigns. Nothing in this Agreement is intended to give anyone other than You or Us or each of Our successors or assigns any benefits.

11. Notices. All notices and other communications under this Agreement will be in writing and will be made by delivery by means by which the sender obtains a receipt of delivery from the carrier (including without limitation, certified mail return receipt requested or overnight courier services), addressed to the party to whom a request or demand is to be made. Such demand or notice or request shall be deemed given on the date which is one business day after the date sent by overnight mail or three days after the date sent by certified mail.

The addresses of the parties are as follows:

If to You:

Derk Anderson
322 Ross Road
Grampian, PA 16838



Account ID: 236476

If to Us:

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89109
Attention: Vice President – Operations

12. **Past Actions.** Anything either You or We did or said before this Agreement was signed will not affect Your or Our rights under this Agreement in any way.

13. **Expenses.** Except as otherwise affirmatively set forth in this Agreement, You and We agree that we will each pay our respective costs and expenses in connection with the carrying out of this Agreement.

14. **Headings.** The section and subsection headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

15. **Counterparts.** One or more originals of this Agreement may be signed with Your or Our signature. When put together they will make one agreement and the Agreement will be considered signed by all parties that need to sign. A facsimile signature will be considered an original.

16. **Assignment.** We and anyone to whom We assign this Agreement may assign Our right, title and interest in and to this Agreement, the Annuity and the Assigned Assets without Your approval. You and We agree that if there is an assignment by Us to someone else, We shall not be responsible to You. You must look only to the person or company that We assign this Agreement to for any payment (for example, of the Purchase Price) and performance of this Agreement. When asked by Us or any assignee, You will sign and deliver any such documents as We may require to perform this transaction, as assigned.

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Account ID: 236476

17. **Your spouse.** You and Your spouse are fully aware of Your rights in the Assigned Assets. You and Your spouse fully give up those rights. You and Your spouse understand that by selling the Assigned Assets to Us, You and Your spouse are not receiving the same amount of money as You would if You waited for all of the scheduled Payments of the Assigned Assets but, rather, are receiving a discounted value in return for receipt of the Purchase Price immediately. You and Your spouse have valid reasons for selling the Assigned Assets. You and Your spouse fully understand the terms of the Purchase Agreement and understand that the sale of the Assigned Assets is final. You also understand that Your spouse gives up any property right he or she may have in the Assigned Assets that Your spouse could claim because of Your marriage.

18. **Entire Agreement.** This Agreement and the Exhibits and other documents You signed make up the entire understanding and agreement between You and Us about this Agreement. This Agreement replaces all prior agreements, whether written or oral, about this Agreement. This Agreement may not be changed unless in a writing signed by You and Us.

19. **Limitation of Liability of Buyer.** You understand that Our liability to You under this Agreement is strictly limited to the requirement to pay the Purchase Price and under no circumstances will We be responsible for consequential damages.

20. **Court Approval.** You understand that court approval is required for this transfer. You agree to cooperate with us to obtain such court approval.

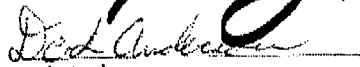
21. **Exhibits.** Attached to this Purchase Agreement are the following Exhibits:

Exhibit "A" List of What Payments We are Buying.

Intending to be legally bound, You and We have signed this Agreement as of the date at the top of the first page of this Agreement.

321 HENDERSON RECEIVABLES ORIGINATION LLC

By: 
Vice President Operations

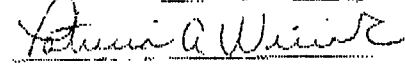

Derk Anderson

N/A
Spouse

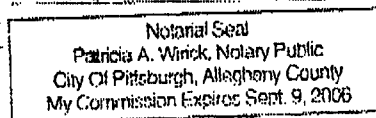
SIGN HERE

SPOUSE SIGNATURE

Sworn to and subscribed
before me this 20th day of JUNE, 2006



Notary



Member, Pennsylvania Association of Notaries

9

@2005 321 Henderson Receivables Limited Partnership

Account ID: 236476

Exhibit A

We are hereby purchasing from You under the Annuity:

A) 1 payment of \$100,000.00 on October 18, 2023

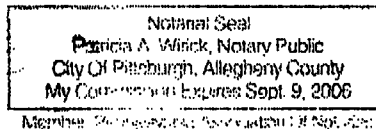
Derk Anderson
Derk Anderson



STATE OF PA
COUNTY OF Allegheny

On this 27th day of JUNE, 2006, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.

Patricia A. Whitt
Notary



AMERICAN GENERAL LIFE INSURANCE COMPANY
SINGLE PREMIUM IMMEDIATE ANNUITY POLICY

AMERICAN GENERAL LIFE INSURANCE COMPANY (the "Company"), a stock company, will pay income payments as described in the Payment Schedule on page 3 of this annuity policy. The date of the first income payment, the amount of each payment, and any guarantees of amounts to be paid are also shown on the Payment Schedule.

All payments and benefits will be payable subject to the terms of this annuity. The consideration for this annuity policy is the application and the payment in advance of a single premium payment. Such single premium payment must be paid on or before delivery of this annuity policy.

Read this policy carefully. This annuity policy explains how the annuity works, and is a legal policy between the owner and American General Life Insurance Company.

RIGHT TO CANCEL: If, after reading the policy the owner is not satisfied for any reason, return the policy to us or any agent authorized by us within ten days after receiving it (or a longer period if required by the state). If mailed in the United States in a properly addressed envelope with first class postage, it will be deemed to be received by the Company on the date of the postmark, registration or certification. We will refund any premiums paid, less any prior payments made by us, and the policy will then be void.

This is a **SINGLE PREMIUM IMMEDIATE ANNUITY**. Income payments are payable as stated in the Payment Schedule until all payments guaranteed under this policy have been paid. Guarantees under this policy are shown in the Payment Schedule.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



SECRETARY



PRESIDENT

**THIS POLICY IS NON-PARTICIPATING –
DIVIDENDS ARE NOT PAYABLE.**

**PLEASE READ THIS POLICY CAREFULLY.
THE POLICY IS IRREVOCABLE AND HAS NO CASH VALUE OR
SURRENDER VALUE AND CANNOT BE COMMUTED OR SURRENDERED.**

**THIS POLICY IS A LEGAL CONTRACT BETWEEN THE OWNER AND
AMERICAN GENERAL LIFE INSURANCE COMPANY.**

Home Office: Houston, Texas

Administrative Office: 205 East 10th Avenue, Amarillo, TX 79101

INDEX

	Page
PAYMENT SCHEDULE	3
POLICY	4
POLICY DATE.....	4
ANNUITY DATE.....	4
MISSTATEMENT OF AGE OR SEX.....	4
INCONTESTABILITY.....	4
MEASURING LIFE	4
PAYEE.....	4
INCOME PAYMENTS	4
PROOF OF SURVIVAL	4
DEATH OF THE MEASURING LIFE.....	4
DEATH OF JOINT MEASURING LIFE	5
OWNER.....	5
BENEFICIARY.....	5
CHANGE OF OWNER AND BENEFICIARY	5
COMMON DISASTER.....	5
ASSIGNMENT.....	5
ANNUTTY APPLICATION.....	Attached

SCHEDULE

CONTRACT NUMBER: 413602

DATE OF ISSUE: 10-18-2003

SINGLE PREMIUM: \$10.00 AND OTHER VALUABLE CONSIDERATION

OWNER: AMERICAN GENERAL ANNUITY SERVICE CORPORATION

ANNUITANT: DERK ANDERSON

AGE (NEAREST BIRTHDAY) OF ANNUITANT ON EFFECTIVE DATE: 20

NUMBER, MANNER, AND MODE OF INSTALLMENT PAYMENTS TO BE MADE:

GUARANTEED PAYMENTS:

BEGINNING DATE	ENDING DATE	PAYMENT AMOUNT	FREQUENCY OF PAYMENT	ANNUAL RATE OF IN- CREASE IN PAYMENTS
10-18-2003	9-18-2023	\$1,500.00	MONTHLY	--0--
10-18-2008	10-18-2008	\$10,000.00	SINGLE	--0--
10-18-2013	10-18-2013	\$20,000.00	SINGLE	--0--
10-18-2018	10-18-2018	\$40,000.00	SINGLE	--0--
10-18-2023	10-18-2023	\$100,000.00	SINGLE	--0--

IF THE ANNUITANT DIES PRIOR TO PAYMENT OF ALL INSTALLMENTS DURING THE GUARANTEED PERIOD, ANY REMAINING PAYMENTS DUE SHALL BE PAID IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT, AS THEY BECOME DUE.

FIRST INSTALLMENT DUE DATE: 10-18-2003

GENERAL PROVISIONS

Company Reference. "We," "Our," "Us," or "Company," means American General Life Insurance Company.

The Policy. The annuity policy, the attached application, and any riders or endorsements constitute the entire policy. All statements made in the application are, in the absence of fraud, representations and not warranties.

Only an officer of American General Life Insurance Company may modify any annuity policy or waive any requirement in the application. Any changes must be in writing and signed by an authorized officer.

Policy Date. The date this policy was issued and the date on which the single premium payment is due. The Policy Date is also the date from which all policy years and anniversaries are computed.

Annuity Date. The Annuity Date is the date that the first income payment is payable. The Annuity Date is indicated on the Payment Schedule as the First Installment Due Date.

Misstatement of Age or Sex. If the age or sex of the Measuring Life has been misstated, any amount payable will be the amount which the premium paid would have purchased at the correct age or sex. After correction of the age or sex, any underpayment by the Company shall be paid to the Payee. The amount of any overpayments made by the Company will be charged against benefits falling due after adjustment.

Incontestability. This policy is incontestable.

Payment Schedule. The Payment Schedule is shown on page 3 of this policy. It shows:

1. The name of the Measuring Life;
2. The date of the first income payment;
3. The frequency of income payments;

4. The amount of each income payment; and
5. Guarantees of amounts to be paid.

Measuring Life. The Measuring Life is the person or persons upon whose date(s) of birth income payments are based. The Measuring Life is shown on the Payment Schedule.

Payee. The Payee is the person(s) designated in the Application to receive income payments.

Income Payments. Income payments will be paid to the Payee starting on the Annuity Date. The amount of income payments and the Annuity Date are shown on the Payment Schedule.

No Payee or Beneficiary, of this policy shall have the power to commute or anticipate income payments. To the maximum extent permitted by law, payments will not be subject to:

1. Transfer (any attempt to make such transfer is void); or
2. Assignment (any attempt to make such assignment is void); or
3. Alteration (except for misstatement of age or sex); or
4. Claims by creditors before any payment is due; or
5. Encumbrance by creditors or Beneficiary; or
6. Judicial or legal process by creditors.

Proof of Survival. Before making any payment under this policy, we may ask for confirmation that the Measuring Life, Payee or Beneficiary is still living. If proof is requested, no payment will be made or considered due until we receive this confirmation.

Death of the Measuring Life (Other than a Joint Measuring Life). If the Measuring Life dies after the minimum number of guaranteed income payments have been paid, payments will cease with the last installment due prior to the Measuring Life's death. No partial installment prorated to the date of death will be payable.

If the Measuring Life dies before the minimum number of guaranteed income payments have been paid, we will continue making payments at least as rapidly as they were being made before death until the minimum number of guaranteed payments have been paid. Such payments will be made to the Beneficiary. Income payments to a Beneficiary will begin after we receive due proof of the Measuring Life's death.

To the extent permitted by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

Death of a Joint Measuring Life. If this policy has been issued with Joint and Survivor Measuring Lives, the Payment Schedule will show income payments to be made while both Measuring Lives are living, and thereafter. The first income payment after the death of one Measuring Life will be payable on the first payment due date after the deceased Measuring Life's death. Upon the death of the last surviving Measuring Life, income payments will cease unless a minimum number of payments have been guaranteed and such minimum number of payments have not been paid. No partial installment prorated to the date of death will be payable. Any income payments due after the date of death of both Measuring Lives will be made to the Beneficiary. The income payments will be based on the amount payable after the death of the first Measuring Life, as stated in the Payment Schedule.

OWNER, BENEFICIARY, AND ASSIGNMENT PROVISIONS

Owner. The Owner is as stated in the application unless later changed and endorsed on this policy. Subject to any endorsement to the contrary, the Owner will have the right to receive every benefit and exercise every right the policy confers or the Company allows.

Beneficiary. The Beneficiary, as named in the application or later changed by the Owner, will receive, subject to the terms of this policy, any payments which are due after the death of the Measuring Life. Unless otherwise provided in the Beneficiary designation:

1. If any Beneficiary dies before the Measuring Life, that Beneficiary's interest will pass to any other Beneficiaries according to their respective interests;
2. If payments are being made to the last surviving Beneficiary, and such Beneficiary dies before all guaranteed payments have been made, such payments will be paid:
 - A. As stated in the application or later changed by endorsement; otherwise
 - B. To the estate of such Beneficiary.

Change of Owner and Beneficiary. The Owner or Beneficiary may be changed by the Owner unless the previous designation provides otherwise. The change may be made by submitting a written request to the Company's Home Office.

The change will take effect when we have endorsed this policy. However, after the policy is endorsed, the change will be deemed effective as of the date of the written request for change. However, we are not responsible for any payment or other action taken before we have received and acknowledged in writing your change request.

Common Disaster. If we cannot determine whether a Beneficiary or the Measuring Life died first in a common disaster, we will assume that the Beneficiary died first. Proceeds will be payable on this basis unless otherwise provided by endorsement.

Non-assignability. No Payee or Beneficiary of this policy has the power to assign any payments or benefits of this annuity policy. Any attempt to make an assignment is void.

OCT. 28 2003 3:32AM

PRIBANIA&PRIBANIC

NO. 065 P. 2

Settlement Agreement and Release

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this ____ day of _____, 2003, by, between, and among:

"Claimants" Derk Anderson and Doris L. Anderson

"Defendants" Braztech International, L.C., Amadeo Rossi, S.A.,
and Rossi Fire Arms

Recitals

A. On or about the 27th day of May, 2001, Derk Anderson was injured in an incident occurring at or near Clearfield, in the Commonwealth of Pennsylvania. Claimants allege that the incident and resulting physical and personal injuries arose out of certain alleged negligent acts or omissions of Defendants, and have made a claim seeking monetary damages on account of those injuries.

B. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have, or might be made, by reason of the incident described in Recital A above, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2, Claimants hereby completely release and forever discharge Defendants from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Claimants now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incident described in Recital A above including, without limitation, any and all known or unknown claims for bodily and

OCT. 28 2003 3:32AM

PRIBANIA&PRIBANIC

NO. 065 P 3

personal injuries to Claimant, Derk Anderson, or any future wrongful death claim of Claimants' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendants.

1.2 This release and discharge shall also apply to Defendants' past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Claimants, shall be a fully binding and complete settlement among the Claimants, the Defendants and their heirs, assigns and successors.

1.4 The Claimants acknowledge and agree that the release and discharge set forth above is a general release. Claimants expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Claimants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Claimants' decision to enter into this Settlement Agreement. The Claimants further agree that Claimants have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Claimants assume the risk that the facts or law may be other than Claimants believe. It is understood and agreed to by the parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

1.5 The Claimants hereby covenant and warrant that they will not initiate or continue any actions against Defendants in any court of law or otherwise seek any additional relief from Defendants arising out of their claims, whether known or unknown. Claimants further agree to dismiss any and all actions pending against Defendants, with prejudice, within five (5) business days of executing this Settlement Agreement and Release.

2.0 Payments

OCT 28. 2003 3:32AM

PRIBANIA&PRIBANIC

NO. 065 P. 4

In consideration of the release set forth above the Defendants agree to pay to the individual named below ("Payee") the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

\$300,000.00 Up front cash, inclusive of attorney fees and expenses, payable to Pribanic & Pribanic, L.L.C, as attorneys for Derk Anderson

2.2 Periodic payments made to Derk Anderson according to the schedule as follows (the "Periodic Payments"):

\$1,500.00 monthly, for only 240 months, guaranteed,
beginning on October 18, 2003

\$10,000.00 guaranteed lump sum, payable on October 18, 2008

\$20,000.00 guaranteed lump sum, payable on October 18, 2013

\$40,000.00 guaranteed lump sum, payable on October 18, 2018

\$100,000.00 guaranteed lump sum, payable on October 18, 2023

Any payments to be made after the death of Derk Anderson pursuant to the terms of this Settlement Agreement shall be made to the Estate of Derk Anderson or to such person or entity as shall be designated in writing by Derk Anderson to the Assignee. If no person or entity is so designated by Derk Anderson, or if the person designated is not living at the time of said Payee's death, such payments shall be made to the Estate of said Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104 (a)(2) of the Internal Revenue Code of 1986, as amended.

3.0 Claimants' Rights to Payments

Claimants acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Claimants; nor shall the Claimants have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 Consent to Qualified Assignment

4.1 Claimants acknowledge and agree that the Defendants may make a "qualified assignment", within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the Defendants' liability to make the Periodic Payments set forth in Section 2.2 to American General Annuity Service Corporation ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendants (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment shall be accepted by the Claimants without right of rejection and shall completely release and discharge the Defendants from the Periodic Payments obligation assigned to the Assignee. The Claimants recognize that the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendants shall thereupon become final, irrevocable and absolute.

5.0 Right to Purchase an Annuity

The Defendants, themselves, or through their Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from American General Life Insurance Company. The Defendants or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendants or the Assignee may have American General Life Insurance Company mail payments directly to the Payee. Said Payee shall be responsible for maintaining a current mailing address for said Payee with American General Life Insurance Company.

6.0 Discharge of Obligation

The obligation of the Defendants and/or Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address of record for the Payee or Beneficiary with the Annuity Issuer named in Section 2.2 of this Settlement Agreement. If the Payee or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity

OCT. 28. 2003 3:33AM

PRIBANIA&PRIBANIC

NO. 065 P. 6

Issuer to initiate stop payment action, and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a replacement payment in the amount of such payment to the designated address of the Payee or Beneficiary.

7.0 Warranty of Capacity to Execute Agreement

Claimants represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Claimants have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Claimants have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

8.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

9.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

10.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Claimants and the Defendants with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

OCT. 28. 2003 3:33AM

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NO. 065 P. 7

11.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Claimant: Derk AndersonBy: Derk A. Anderson

Derk Anderson

Date: 9-2-03**Claimant:** Doris L. AndersonBy: Doris L. Anderson

Doris L. Anderson

Date: 9-3-03**Claimants' Attorney:** Pribanic & Pribanic, L.L.C.By: Victor H. Pribanic

Victor H. Pribanic

Date: 9-2-03**Defendant:** Braztech International, L.L.C.By: Robert G. Morrison

Robert G. Morrison

Title: ManagerDate: 9-26-03

OCT. 28. 2003 3:33AM

PRIBANIA&PRIBANIC

NO. 065 P. 8

Defendant: Amadeo Rossi, S.A.

By: *[Signature]*

Title: Industrial Director

Date: 9-30-03

Defendant: Rossi Fire Arms

By: *[Signature]*

Title: _____

Date: 9-30-03

SCHEDULE 1
DISCLOSURE STATEMENT

PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.

YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 1 payment of \$100,000.00 on October 18, 2023

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$100,000.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 6.00% IS \$36,404.62. THE DISCOUNTED PRESENT VALUE IS THE CALCULATION OF THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR VALUING ANNUITIES. THE GROSS AMOUNT PAYABLE TO SELLER IS \$12,000.00.

THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU) AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00

FILING AND RELATED EXPENSES FEE: \$0.00

THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$12,000.00. NO OTHER EXPENSES ARE INCURRED BY YOU.

SCHEDULE 1, PAGE 2

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 6.00%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 13.01%. THE CASH PAYMENT YOU RECEIVE IN THIS TRANSACTION FROM US WAS DETERMINED BY APPLYING THE SPECIFIED EFFECTIVE ANNUAL DISCOUNT RATE, COMPOUNDED MONTHLY, TO THE TOTAL AMOUNT OF FUTURE PAYMENTS TO BE RECEIVED BY US, LESS THE TOTAL AMOUNT OF COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU.

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 33.00% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE USING THE APPLICABLE FEDERAL RATE.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 33.00%.

BASED ON THE NET AMOUNT THAT YOU WILL RECEIVE FROM US AND THE AMOUNTS AND TIMING OF THE STRUCTURED-SETTLEMENT PAYMENTS THAT YOU ARE TURNING OVER TO US, YOU WILL, IN EFFECT, BE PAYING INTEREST TO US AT A RATE OF 13.01% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFEREE) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

SCHEDULE 1, PAGE 3

NOTICE OF CANCELLATION RIGHTS:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING THE LATER OF THE EXECUTION OF THE PURCHASE AGREEMENT, OR THE DATE THE PAYEE BECOMES OBLIGATED UNDER THE PURCHASE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION.

THIS CANCELLATION RIGHT CANNOT BE WAIVED IN ANY MANNER.

TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE TRANSFEREE. WRITTEN NOTICE SHOULD BE MAILED OR DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF _____ (THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT

REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH CANCELLATION IS TO BE RETURNED:

**321 HENDERSON RECEIVABLES ORIGINATION LLC
3993 HOWARD HUGHES PARKWAY
SUITE 250
LAS VEGAS, NV 89109
ATTENTION: VICE PRESIDENT – OPERATIONS**

IMPORTANT NOTICE: YOU ARE STRONGLY URGED TO CONSULT WITH AN ATTORNEY WHO CAN ADVISE YOU OF THE POTENTIAL TAX CONSEQUENCES OF THIS TRANSACTION.

SCHEDULE 1, PAGE 4

PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, PROCESSING FEES, CLOSING COSTS, FILING FEES, ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND OTHER COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE PAYABLE TO YOU OTHER THAN THE COMPLIANCE AND ADMINISTRATIVE FEE AND THE FILING AND RELATED EXPENSES FEE.

IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.

THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT SHALL BE DEEMED TO BE THE DATE THAT THE AGREEMENT WAS SIGNED BY THE YOU (PAYEE).

PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO THE TRANSFER AGREEMENT IS CONTINGENT UPON COURT APPROVAL OF THE TRANSFER AGREEMENT.

PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE COURT TO REVIEW AND APPROVE THE TRANSFER AGREEMENT.

BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.


DERK ANDERSON

 **SIGN HERE**

321

HENDERSON RECEIVABLES ORIGINATION LLC

June 27, 2006

American General Life Insurance Company
2727A Allen Parkway
Wt3-01
Houston, TX 77019-2155
Attn: Legal Department/Structured Settlements

American General Annuity Service Corporation
2929 Allen Parkway
Houston, TX 77019-2155
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 413602
Payee: Derk Anderson
SS #: 167-70-4659

Dear Insurer:

Please be advised that 321 Henderson Receivables Origination LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

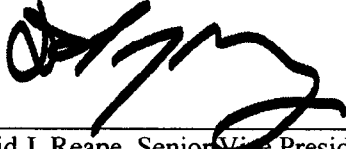
321 Henderson Receivables Origination LLC
40 Morris Ave
Bryn Mawr PA 19010
Tax ID # 20-4728885

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

321 Henderson Receivables Origination LLC

By:


David J. Reape, Senior Vice President

VERIFICATION

I verify that the statements made in this Petition for Transfer
of Structured Settlement

are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 7-3-2006

Derk Anderson
DERK ANDERSON

FILED
 AUG 01 2006
 M/12001/w
 William A. Shaw
 Prothonotary/Clerk of Courts
 W.C./C

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY COUNTY)

BEFORE ME, the undersigned authority, personally appeared E. VERNON PARKINSON, ESQUIRE, and being duly sworn according to law, deposes and says that in accordance with the Pennsylvania Rules of Civil Procedure, he did mail a true and correct copy of the PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT and RULE RETURNABLE filed in the above-captioned matter to the parties named below at the addresses listed below. The Return Receipts are attached hereto as Exhibit "A".

American General Life Insurance Company
2727A Allen Parkway Wt3-01
Houston, TX 77019-2155
Attn: Structured Settlement Dept.
Receipt: 70030500000461186672
Sent: 07-13-2006
Received: 07-21-2006

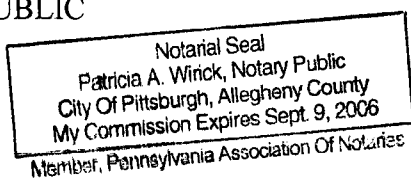
American General Annuity Service Corporation
2929 Allen Parkway
Houston, TX 77019-2155
Attn: Legal Department/Structured Settlements
Receipt: 70030500000461186689
Sent: 07-13-2006
Received: 07-124-2006

321 Henderson Receivables Origination, LLC
C/O J. G. WENTWORTH
40 Morris Avenue
Bryn Mawr, PA 19010
Receipt: 70030500000461186696
Sent: 07-13-2006
Received: 07-20-2006


E. VERNON PARKINSON, ESQUIRE

SWORN TO and subscribed before me
this 26th day of July, 2006.

Saturna A. White
NOTARY PUBLIC



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Am Gen Annuity
2929 Allen Pkwy
Houston, TX 77019-2155
Pet/Rule Derk Anderson

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

 Date of Delivery
 7/17/06
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7003 0500 0004 6118 6689

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Am Gen Life Insurance
2727A Allen Pkwy Wt3-01
Houston, TX 77019-2155
Rule/Pet Derk Anderson

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

 Date of Delivery
 6/14/06
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7003 0500 0004 6118 6672

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

321 Henderson Rec c/o JG
Wentworth; 40 Morris Ave
Bryn Mawr, PA 19010

Petition/Rule Derk Anderson

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Rebecca Fitzgerald

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7003 0500 0004 6118 6696

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: DERK A. ANDERSON

CIVIL DIVISION

Petitioner(s),

No. 06-1062-CD

ORDER OF COURT

After a hearing and review of the Petition to Transfer Structured Settlement Payment Rights (the "Petition"), the Court finds as follows:

1. The transfer of structured settlement payment rights by the payee, Derk A. Anderson ("Mr. Anderson"), to the transferee, 321 Henderson Receivables Origination LLC ("Henderson") (the "Proposed Transfer"), as described in the Petition, complies with the requirements of 40 PA. CONS. ANN. STAT. §§ 4001(2003), *et seq.*, and will not contravene other applicable Federal or State statutes, including NY CLS GEN. OBLIG. PREC. §§ 5-1701(2003), *et seq.*, and DEL. CODE ANN. tit. 10 §§ 6601(2003) *et seq.*, or regulations or any applicable law, as required by 40 PA. CONS. ANN. STAT. § 4003(a)(1)(2003);
2. Not less than ten (10) days prior to the date on which Mr. Anderson first incurred any obligation with respect to the transfer Henderson provided to Mr. Anderson a disclosure statement satisfying the requirements of 40 PA. CONS. ANN. STAT. § 4003(a)(2)(2003);
3. Mr. Anderson has established that the transfer is in his best interest or the best interest of his dependents, if any, as required by 40 PA. CONS. ANN. STAT. § 4003(a)(3)(2003);
4. Mr. Anderson has received, or waived in writing his right to receive, independent professional advice regarding the implications of the transfer, including consideration of tax ramifications of the transfer, as required by 40 PA. CONS. ANN. STAT. § 4003(a)(4)(2003);

FILED

012-2961
AUG 28 2006

2cc
Amy Parkinson
(will serve)

William A. Shaw
Prothonotary/Clerk of Courts

5. If the transfer would contravene the terms of the structured settlement agreement, the express written approvals have been properly obtained and filed, as set forth in 40 PA. CONS. ANN. STAT. § 4003(A)(5)(2003); and

6. Mr. Anderson has given written notice of the transferee's name, address and taxpayer identification number to the annuity issuer, American General Life Insurance Company ("AGLIC"), and the structured settlement obligor, American General Annuity Service Corporation ("AGASC"), and has filed a copy of such notice with the court, as required by 40 PA. CONS. ANN. STAT. § 4003(A)(6)(2003).

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, including NY CLS GEN. OBLIG. PREC. §§ 5-1701(2003), *et seq.*, and DEL. CODE ANN. tit. 10 §§ 6601(2003) *et seq.*, it is hereby,

ORDERED that the Petition is GRANTED and APPROVED as follows:

Pursuant to 40 PA. CONS. ANN. STAT. §§ 4001 – 4009(2003) *et seq.*, the assignment by Mr. Anderson, to Henderson, of all of his right, title, and interest in and to certain payments is hereby APPROVED.

It is further, ORDERED that the AGLIC is hereby directed, on the date set forth therein, to deliver and make payable to Henderson a certain payment due under policy no. 413,602 (the "Annuity"), as follows:

**a payment of \$100,000.00 on October 18, 2023
(the "Factored Payment").**

It is further ORDERED that the Factored Payment shall be delivered to Henderson at the following address:

**321 Henderson Receivables Origination, LLC
P.O. Box 7780-4244**

Philadelphia, Pennsylvania, 19182-4244
(the "Designated Address").

It is further, ORDERED that Henderson, its affiliates and successors in interest shall defend, indemnify, and hold harmless AGLIC and AGASC, and their respective directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present, from and against any and all liability, including but not limited to costs and reasonable attorneys' fees, for any and all claims made in connection with, related to, or arising out of the Proposed Transfer, the Petition, the Factored Payment, or AGLIC's and AGASC's compliance with this Order, except with respect to claims by Henderson against AGLIC and AGASC to enforce AGLIC's and AGASC's obligations to Henderson under the Agreement. To the extent that Henderson fails to honor this indemnification and defense obligation, AGLIC and AGASC may, in addition to all other remedies afforded by law, satisfy the same by withholding to their own credit the Factored Payment.

It is further, ORDERED that Henderson, its affiliates and successors in interest will indemnify AGLIC and AGASC (and all of their affiliates, parents and subsidiaries, and their respective directors, officers and employees), from any adverse tax consequences incurred under the Internal Revenue Code arising from AGLIC's payment to Henderson of the Factored Payment.

It is further, ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

It is further, ORDERED that Henderson is authorized by this Order to make subsequent assignments or transfers of the Factored Payment, except that regardless of any such subsequent assignment or transfer, the Factored Payment will be serviced by Henderson. In other words, the Factored Payment will be made from AGLIC to Henderson at the Designated Address only, regardless of any subsequent transfer or assignment of the Factored Payment. In the event that Henderson is merged with or acquired by another individual or entity, such that Henderson ceases to exist, the Factored Payment shall be sent directly to that person or entity.

It is further, ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Factored Payment as to all individuals and entities except Henderson. This Order is entered without prejudice to the rights of AGASC and AGLIC, and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the underlying structured settlement agreement, the Annuity, or related documents. This Order in no way modifies or negates the ownership or control over the Annuity by AGASC and AGLIC.

It is further, ORDERED that this Order shall be read in conjunction with all prior order(s) of this or any other Court transferring payments from Mr. Anderson to Henderson and the payment transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

It is further, ORDERED that the death of Mr. Anderson prior to the due date of the last Factored Payment shall not affect the transfer of the Factored Payment from Mr. Anderson to Henderson, and Mr. Anderson has given up his right, and the rights of his heirs, assigns, successors and/or executors, to the Factored Payment.

IT IS SO ORDERED.

SIGNED this 28th day of AUGUST, 2006


Judge